

1. Plaintiffs are Gordon Clune and Elizabeth An, individuals with an address at 446 Morning Canyon Road, Corona Del Mar, CA 96265
2. Defendants Anthony Imbiscuso and Giovanna Imbiscuso are individuals and husband and wife residing at 1517 Brookhaven Road, Wynnewood, Montgomery County, PA 19096.
3. This court has jurisdiction pursuant to 28 U.S.C. §1332 because plaintiffs are citizens and domiciliaries of the State of California, defendants are citizens and domiciliaries of the state of Pennsylvania, and the amount in controversy exceeds \$75,000.00.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because the property which is the subject of this action is situated in this judicial district and the defendants live in this district.
5. On January 15, 2013, Guiseppi Accardi borrowed \$120,000.00 from plaintiffs (the “Loan”) pursuant to a promissory note (the “Note”).
6. The Loan was secured by, among other things, a written guaranty (the “Guaranty”) given by the defendants to plaintiff. A true and correct copies of the Guaranty is attached hereto as “Exhibit “A”” and incorporated herein by reference.
7. The Guaranty is secured by a mortgage (the “Mortgage”) dated January 15, 2013, executed and delivered by defendants to plaintiffs, and recorded in the office of the Recorder of Deeds for Montgomery County, Pennsylvania on March 18, 2013, in Mortgage Book 13547, Page 01197, as Document No. 2013028560, and incorporated herein by reference. The Note, Guaranty and the Mortgage are referred to as the “Loan Documents”.
8. The property encumbered by the Mortgage is described on “Exhibit B” which is attached hereto and incorporated herein by reference.
9. Defendants are the true owners of the property encumbered by the Mortgage.
10. Plaintiffs are the current holders of the Loan Documents.
11. The Loan is currently in default because the Loan matured on August 1, 2013, but borrower failed to pay anything beyond two interest payments of \$6,000.00 each, and there is now an unpaid balance consisting of principal and accrued interest.
12. The Loan Documents require borrower to reimburse plaintiff for the costs of collection including attorney fees, and the Mortgage provides for an interest rate after default of 10.0% per annum.
13. The amount currently due on the Note and the Mortgage, as of August 21, 2017, is as follows:

Current principal balance due. . . . .	\$ 120,000.00
Accrued interest (200 days @ 5.0%). . . . .	\$ 3,287.67

Accrued interest after default (1,480 days @10%). . . . .	\$ 48,662.40
Less interest paid (2 @ \$6,000.00). . . . .	\$ (12,000.00)
Attorney fees to Chet Olsen, Esq. ( <u>An, et al. v. Accardi</u> ). . . . .	\$ 3,085.00
Attorney fees to Todd Scherin, Esq.	\$ 4,500.00
Attorney fees and costs on Guaranty (12/30/2016 - 8/17/2017). . .	\$ <u>11,742.86</u>
Total due	\$ <u><u>179,277.93</u></u>

14. The Guaranty provides, in Section 2.1: “The Guarantor unconditionally and absolutely guarantees to Lender and their successors and assigns, the prompt and complete payment when due (whether by acceleration or otherwise) of all amounts of any kind whatsoever payable by Borrower under or pursuant to the Loan Documents, including without limitation, all principal, interest and other obligations liabilities of Borrower to Lender now existing or hereafter incurred arising out of or in connection with the Loan Documents . . .”.
15. The Guaranty further provides, in Section 2.1: “Guarantor further agrees to pay any and all reasonable expenses which may be paid or incurred by Lender in collecting from Guarantor any or all of the Obligations and/or in enforcing any rights hereunder.”
16. Plaintiff has demanded payment of all amounts due under the Loan Documents and the Guaranty, but defendants have failed and refused to pay any part of the amount due.
17. All conditions precedent to the institution of suit have been satisfied.

WHEREFORE, plaintiff demands judgment *in rem* against defendants in the amount of \$179,277.86, plus interest at the rate of \$32.88 per day since August 21, 2017, until date of judgment, and thereafter until paid in full, plus attorney fees and costs.

s/Max L. Lieberman  
Max L. Lieberman, Esquire  
Attorney for Plaintiff

Dated: August 28, 2017

NOTE: ORIGINAL SIGNATURE RETAINED BY THE FILING PARTY